

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RAYNALD HARPER,

Plaintiff, Case No.
v. Hon.

**PROCORP, LLC,
DOWNRIVER STAFFING GROUP, LLC,
and TIMOTHY SCHULTZ,**

Defendants.

GOLD STAR LAW, P.C.
Maia Johnson Braun (P40533)
David A. Hardesty (38609)
Attorneys for Plaintiff
2701 Troy Center Dr., Ste. 400
Troy, Michigan 48084
(248) 275-5200
mjohnson@goldstarlaw.com
dhardesty@goldstarlaw.com

COMPLAINT

Plaintiff, Raynald Harper, through his attorneys, Gold Star Law, P.C., for his
Complaint states:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Raynald Harper (“Harper”) is an individual who resides in Detroit, Wayne County, Michigan.
2. Defendant, ProCorp, LLC, (“ProCorp”) is a Michigan corporation with its registered office in Taylor, Michigan.

3. Defendant, Downriver Staffing Group, LLC (“Downriver”) is a Michigan corporation with its Register Office and principal place of business in Taylor, Michigan.

4. Defendant Timothy Schultz (“Schultz”) is the resident agent, authorized officer, and manager of the Defendant corporations.

5. Defendant corporations share the same Resident Agent, Managers, office location, staff and employees and otherwise operate as the same business entity.

6. Defendants are enterprises engaged in interstate commerce as defined by the FLSA and have revenues in excess of \$500,000 per year.

7. This action arises under 29 U.S.C. 207, and jurisdiction of this Court is invoked pursuant to 28 U.S.C. 1331.

8. Defendants reside within this judicial district, and venue is proper in this Court pursuant to 28 U.S.C. 1391(b).

FACTUAL ALLEGATIONS

9. Defendants are in the business of moving automobiles, primarily for Chrysler Group, LLC, from one location to another within the State of Michigan.

10. Harper was employed as a Car Porter from on or about June, 2015 until April, 2018.

11. Harper was paid at his regular hourly rate of pay for all hours worked for Defendants, and was not paid one and one half times his regular rate of pay for hours worked over 40 in a week.

12. Harper was not exempt from the overtime pay requirements of the FLSA.

13. Harper regularly worked in excess of 40 hours per week during the relevant employment period.

14. Defendants' method of paying Harper was in violation of the FLSA, was willful, and was not based on a good faith and reasonable belief that their conduct complied with the FLSA.

**CAUSE OF ACTION
VIOLATION OF 29 U.S.C. 207**

15. Harper incorporates the allegations in the foregoing paragraphs as if fully stated herein.

16. Defendants' practice of failing to properly pay Harper time-and-a-half rate for hours in excess of forty (40) per workweek violates the FLSA. 29 U.S.C. 207.

17. None of the exemptions provided by the FLSA regulating the duty of employers to pay overtime at a rate not less than one and one-half times the regular rate at which its employees are employed are applicable to Defendants or Harper.

18. Harper is entitled to recover his unpaid overtime compensation.
19. Harper is entitled to an amount equal to all of his unpaid overtime wages as liquidated damages and reasonable attorney fees. 29 U.S.C. § 216(b).
20. Pursuant to the FLSA, based upon an average of 69 hours worked each week, Defendants are liable to Harper for at least \$13,100.08 in unpaid overtime compensation.
21. Harper is entitled to an additional equal amount, or at least \$13,100.08 in liquidated damages.
22. Harper is also entitled to his costs and attorney fees in having to pursue this action against Defendants.

WHEREFORE, Plaintiff, Raynald Harper, requests that this Court award him at least \$13,100.08 in actual unpaid overtime wages, an equal amount as liquidated damages, him reasonable costs and attorney fees, and such other relief as this Court deems appropriate.

Respectfully submitted,

GOLD STAR LAW, P.C.

/s/ Maia Johnson Braun
Maia Johnson Braun (P40533)
Attorney for Plaintiff
2701 Troy Center Dr., Ste. 400
Troy, Michigan 48084
(248) 275-5200
mjohnson@goldstarlaw.com

Dated: June 6, 2019